

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RICHARD COLLINS, :
 :
 Plaintiff, : 07-Civ-8829 (NRB) (GWG)
 :
 - against - :
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 CIGNA LIFE INSURANCE COMPANY OF NEW : **ANSWER**
 YORK, :
 :
 Defendants. :
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Defendant CIGNA Life Insurance Company of New York (CLICNY), by its attorneys Wilson, Elser, Moskowitz, Edelman & Dicker LLP, as and for its Answer to Plaintiff's Amended Complaint, responds as follows:

PRELIMINARY STATEMENT

1. CLICNY neither admits nor denies the allegations in paragraph "1" of the Amended Complaint but refers the Court to the statute(s) referenced therein.

JURISDICTION

2. CLICNY neither admits nor denies the allegations in paragraph "2" of the Amended Complaint but refers the Court to the statute(s) referenced therein.

PARTIES

3. CLICNY lacks knowledge or information sufficient to form a belief as to the allegations in paragraph "3" of the Amended Complaint.

4. CLICNY admits the allegations in paragraph "4" of the Amended Complaint.

RELEVANT FACTUAL HISTORY

5. CLICNY admits the allegations in paragraph “5” of the Amended Complaint.

6. CLICNY admits the allegations in paragraph “6” of the Amended Complaint.

7. CLICNY admits the allegations in paragraph “7” of the Amended Complaint to the extent that it issues policies that provide benefits under ERISA-governed plans but denies all remaining allegations therein.

8. CLICNY admits the allegations in paragraph “8” of the Amended Complaint to the extent that it issued a long-term disability policy that provided benefits to employees of Salomon Smith Barney, including Plaintiff, but denies all remaining allegations therein.

9. CLICNY admits the allegations in paragraph “9” of the Amended Complaint to the extent that Plaintiff was a participant in an ERISA-governed employee benefits plan, which plan is the subject of this action.

10. CLICNY admits the allegations in paragraph “10” of the Amended Complaint to the extent that the subject long-term disability policy was numbered NKY-2260 but otherwise refers the Court to the documents annexed to the Amended Complaint.

11. CLICNY admits the allegations in paragraph “11” of the Amended Complaint.

12. CLICNY denies the allegations in paragraph “12” of the Amended Complaint.

13. CLICNY denies the allegations in paragraph “13” of the Amended Complaint.

14. CLICNY admits the allegations in paragraph “14” of the Amended Complaint to the extent that it paid monthly long-term disability benefits from August 2003 to October 2004 but denies all remaining allegations therein.

15. CLICNY admits the allegations in paragraph “15” of the Amended Complaint to the extent that it paid monthly benefits through October 2004, when it terminated those benefits

based on its determination that Plaintiff was not disabled under the plan, but denies all remaining allegations therein.

16. CLICNY denies the allegations in paragraph “16” of the Amended Complaint.

17. CLICNY admits the allegations in paragraph “17” of the Amended Complaint.

18. CLICNY admits the allegations in paragraph “18” of the Amended Complaint to the extent that Plaintiff submitted additional medical records and reports on appeal but refers the Court to the documents referenced and leaves Plaintiff to the proof of the opinions expressed therein.

19. CLICNY admits the allegations in paragraph “19” of the Amended Complaint to the extent that it conducted a peer review of Plaintiff’s file as part of its review on appeal but denies all remaining allegations therein.

20. CLICNY admits the allegations in paragraph “20” of the Amended Complaint to the extent that, by letter dated October 17, 2006, it denied Plaintiff’s appeal and upheld its original denial of benefits on the basis of, among other things, the peer review of Plaintiff’s file.

21. CLICNY denies the allegations in paragraph “21” of the Amended Complaint.

ERISA VIOLATION

22. CLICNY repeats and re-alleges each and every answer in paragraphs “1” through “21.”

23. CLICNY denies the allegations in paragraph “23” of the Amended Complaint.

24. CLICNY denies the allegations in paragraph “24” of the Amended Complaint.

PRAYER

1. CLICNY denies that Plaintiff is entitled to the relief alleged in paragraph “1” of the “Prayer” section of the Amended Complaint.

2. CLICNY denies that Plaintiff is entitled to the relief alleged in paragraph “2” of the “Prayer” section of the Amended Complaint.

3. CLICNY denies that Plaintiff is entitled to the relief alleged in paragraph “3” of the “Prayer” section of the Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

The Amended Complaint fails to state claims upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

At all relevant times, CLICNY acted in good faith and fulfilled its duties and responsibilities to Plaintiff.

THIRD AFFIRMATIVE DEFENSE

The causes of action set forth in the Amended Complaint are barred by the applicable statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

Any and all actions taken by CLICNY or its agents or employees in the administration of any insurance plan applicable to Plaintiff were taken in strict compliance in conformity with the terms, procedures, and requirements of the plan.

FIFTH AFFIRMATIVE DEFENSE

Any and all actions taken by CLICNY or its agents or representatives in the administration of any employee benefit plan applicable to Plaintiff and other employees were taken in good faith and not in an arbitrary, capricious, or unreasonable manner, or in a manner that would amount to an abuse of discretion.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to a trial by jury of the issues raised in the Amended Complaint.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff may have breached other terms and conditions of the policy issued by CLICNY, including the requirement that all administrative appeals be timely exhausted.

EIGHTH AFFIRMATIVE DEFENSE

In the event that this Court were to determine that Plaintiff is entitled to long-term disability benefits under the plan documents, Plaintiff's claims are subject to the doctrines of setoff and recoupment to the extent that he is receiving or has received other benefits which qualify as Other Income Benefits under the Plan and reduce the amount of any long-term disability benefit payable to him under the Plan.

WHEREFORE, CLICNY demands judgment against Plaintiff dismissing the Amended Complaint, together with costs and disbursements of this action, and granting such other and further relief as this Court may deem just and proper.

Dated: White Plains, New York
February 8, 2008

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: /s/ Matthew D. Donovan
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CERTIFICATE OF SERVICE

I hereby certify that on February 8, 2008, a copy of the foregoing Answer was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF System.

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